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PUBLIC GENERAL STATUTES.

VOL. XXXV., No. 45.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 5, 1891.

CURRENT TOPICS.

IT MAY BE as well to call the attention of our readers to the fact that the original issue of the Elementary Education Act (54 & 55 Vict. c. 56) was "withdrawn for corrections," and that a revised edition of it has now been brought out by the Queen's printers. We believe that no copies of the first issue were allowed to get into the hands of the public; but bibliographers—if such there be in our profession—may be interested to know that the mistake requiring correction was the wrongful insertion of a parenthetic clause in section 5, which had been struck out during the passage of the Bill through Parliament. This clause was of some practical importance; for it provided that the inquiry, to be made by the Education Department before it orders the provision of free school accommodation, should be a public inquiry. It is, perhaps, satisfactory to know that, if such mistakes are sometimes made by the Queen's printers, they are also promptly corrected.

COMPARED WITH FORMER years the present does not appear to bring a large amount of work in the Chancery Division to be disposed of by the vacation judge. The average number of cases in the list on the first four days of vacation sittings has recently been at least forty-five, whereas the average for the three days already passed has not exceeded thirty-four.

LAST WEEK we gave some particulars as to the appeals from the decisions of judges of the Chancery Division determined in the course of last sittings by Court of Appeal No. 2. We find that in the same sittings Court of Appeal No. 1 determined 3 appeals from the Chancery Division, and dismissed all three. The appeals were from CHITTY, J., KEKEWICH, J., and ROMER, J., respectively. It appears, therefore, that the total number of appeals from decisions of judges of the Chancery Division determined last sittings is 55, the decision below being affirmed in 36 cases, reversed in 15, and varied in 4.

IN A LETTER which we print elsewhere our correspondent "R. N. R." adverts again to the question of the time at which a landlord is bound to serve an occupier's liability notice under section 2, sub-section (6), of the Tithe Act, 1891. Owing to the careless drafting of the sub-section the matter is one of no little difficulty. Stated shortly, the provision is that where the occupier is liable on a contract made before the Act to pay the tithe rent-charge, and is therefore liable under the Act to pay the amount thereof to the landowner, the landowner "shall serve notice of such liability on the owner of the tithe rent-charge, and thereupon, before an order under this section is made, there shall be such service on the occupier" as may be prescribed, and he is to be heard, if he so desires, in the county court. There is thus no express limitation put upon the time within which the notice has to be served, and as the whole section is concerned with the recovery of tithe rent-charge in the county court, and the notice can only be of any importance to the occupier when proceedings in the county court are being taken, it might reason-

ably be supposed that it was only intended to be served in consequence and as a part of such proceedings. Moreover, although the injunction that the notice shall be served is quite general, so as to suggest, perhaps, that this ought to be done forthwith in every case, yet the above construction is helped by the words *thereupon, before an order under this section is made.* These seem to imply that, immediately on the service of the occupier's liability notice on the tithe-owner, and before an order is made, the prescribed service on the occupier shall take place. Thus the natural order of proceedings would be, filing of a notice of application with the county court registrar by the tithe-owner and service thereof on the landowner; service by the landowner of an occupier's liability notice on the tithe-owner; filing of this notice with the registrar by the tithe-owner; and service of the notice of application by the registrar on the occupier. This, indeed, is the course prescribed by rule 6 of the rules under the Act, though rule 3 contemplates that the occupier's liability notice may have been served before the filing of the application. It would seem, therefore, that although there is nothing to prevent the landowner from serving the notice forthwith, yet he is entitled to wait until notice of an application by the tithe-owner to the county court has been served upon him, and then he must serve the occupier's liability notice in time to prevent an order being made without it. It is clear, of course, that the only object of the notice is to prevent the order being made behind the back of the occupier, and a time should have been limited after service of the notice of application on the landowner within which he ought to serve the occupier's liability notice on the tithe-owner.

BUT THE ABOVE CONSIDERATIONS have to be taken in connection with the penalty imposed on the landowner in the later part of the sub-section. According to this "any owner of lands who fails to serve such notice as aforesaid on the owner of the tithe rent-charge" loses his remedy against the occupier; in other words, he cannot distrain unless he obtains a certificate from the county court excusing his default. When, then, is the landowner in default? Of course, if the notice had necessarily to be served immediately, or within a given time, after the passing of the Act, there would be no doubt; but there is no such provision, although it would have been perfectly easy to introduce it had it been intended. So, too, if the service of an occupier's liability notice had been made expressly a condition precedent to the landowner's remedy by distress, but this, also, is not the case. All that is said is that he shall lose his remedy if he "fails to serve such notice as aforesaid." As above pointed out, it seems to us that the notice prescribed in the earlier part of the sub-section is a notice which may, and which naturally would, be served after county court proceedings had commenced. If, then, the landowner has his option of delaying the service of the notice until this time, he can hardly be considered in default because he does not serve it earlier. The important case, of course, is that in which a landowner who has paid the tithe without having proceedings taken against him by the tithe-owner finds it necessary to distrain upon the occupier, and according to the construction which we have advocated it will be no objection that he has not yet served the occupier's liability notice. Such notice would at that time be quite useless as regards the occupier, and would not even be known to him. At the same time, whatever may be the true construction of the statute, it will be a wise precaution for landowners to follow the advice quoted by our correspondent from Mr. PEMBERTON LEACH's handbook, and to serve notice forthwith upon the tithe-owner. The expense of doing so will be but slight, and, in the event of a different construction being adopted, the omission, as Mr. LEACH points out, might possibly enable the tenant to recover damages for wrongful distress.

THE RECENT CASE of *Vennell v. Meakin* (*ante*, p. 695) is an example of the nature of the negligence which will render a valuer liable to those who employ him. The property in question consisted of a terrace of nine houses at Carshalton. In April, 1889, the defendant surveyed Nos. 1 to 7 of these, and found that one was let at £50 on a three years' agreement, while the rest were empty, and were being offered at £35 a year each.

At these rentals it was considered they would let easily, since they were "in a nice position, within a mile of the station," and that that part of Carshalton was improving was said to be clearly shewn by the number of houses which had been built in the immediate neighbourhood. The seven houses were valued at £2,600. It does not seem to have occurred to the person making the valuation that empty houses in a neighbourhood which had fallen into the hands of the speculative builder might be practically valueless. In point of fact the terrace had been built for ten years, and the house above referred to was the only one that had been let, while the others were in such a condition that extensive repairs would be necessary before tenants could be found for them. But the report given by the defendant in April was followed by another in July. On this occasion no further inspection was made, nor apparently was any notice taken of the fact that the houses were still ulet. Indeed after ten years of emptiness, another quarter could not make much difference. All that was done was to add on the remaining two houses at £690, and so bring the whole valuation up to £3,290. As to the desirable situation of the houses it may be mentioned that FRV, L.J., spoke of them as "a colony of houses lying out in the open fields in a decaying and dilapidated condition," and on the above facts he held that the defendant was guilty of negligence. As to the liability of the defendant to the plaintiff, who had advanced money on the faith of the valuation, there was no such difficulty as sometimes occurs. In *Cann v. Wilson* (37 W. R. 23, 39 Ch. D. 39) CURRY, J., put aside the question of contract and held the valuers liable for fraudulent misrepresentation, as this term was formerly used in equity; but as was pointed out by ROMER, J., in *Scholes v. Brook* (*ante*, p. 208), since the decision in *Peck v. Derry* (38 W. R. 33, 14 App. Cas. 337) this has become impossible, and it is now necessary to establish a relation of contract between the mortgagee and the valuer. In *Scholes v. Brook* it was held that such a relation did exist, the valuer being really employed on behalf of the mortgagee, although he was to be paid as usual by the mortgagor. In the present instance, too, there was no doubt on this head, the reports being prepared at the instance of the intending mortgagee's solicitors, and being sent to him for perusal. Mortgagees however, cannot make it too clear that the valuer is to consider himself as employed on their behalf.

DISPOSSESSION AND DISCONTINUANCE OF POSSESSION OF LAND.

II.

IN the cases of dispossession which we have hitherto discussed, no question arose as to the extent of the land to which the acts relied upon might be considered to refer. Where possession under a *prima facie* title has to be proved—as, for instance, possession under a lease—it is well settled that acts of ownership done upon some parts only of the land demised are sufficient to establish possession of the whole (*Taylor v. Parry*, 1 Scott's N. R., at p. 589). And even where no boundaries are defined, yet, if the land claimed forms one entire whole, a *unum quid*, as it is sometimes called, acts done upon one part may establish possession of the whole (*Tyrwhit v. Wynn*, 2 B. & Ald. 554; *Jones v. Williams*, 2 M. & W. 326). In the latter case it was said by PARKE, B. (at p. 331):—"Ownership may be proved by proof of possession, and that can be shewn only by acts of enjoyment of the land itself; but it is impossible in the nature of things to confine the evidence to the very precise spot on which the alleged trespass may have been committed; evidence may be given of acts done on other parts, provided there is such a common character of locality between those parts and the spot in question as would raise a reasonable inference in the minds of the jury that the place in dispute belonged to the plaintiff if the other parts did."

But it seems that this principle cannot be relied upon to prove dispossession of the whole where there has been actual dispossession of part only. The matter is illustrated by the case of *McDonnell v. McKinty* (10 Ir. L. R. 514), where, in 1738, a grant of lands had been made with a reservation of mines, minerals, and quarries to the grantor. From that time until the date of the action the grantor and his successors in title made no claim

to or worked or used the quarries; but it appeared that those claiming under the grantee had opened and worked quarries in some places, and had ground limestone and burnt it for the use of their lands. Nevertheless it was held that the user and possession of part of these quarries by the grantee of the lands would not justify a presumption of possession of the whole so as to oust the grantor. Such a presumption, said BLACKBURN, C.J., is never made but in favour of right (at p. 527). So in general a trespasser upon a coal mine can gain a title only to the coal which he actually severs, unless, indeed, he can in some way obtain effective possession of an entire seam. The possibility of this was hinted at in *Ashton v. Stock* (25 W. R. 862, 6 Ch. D. 719) by HALL, V.C., where he said:—"I can well understand that there might be cases in which, from the manner of working coal, a person who began to work it, and who was a mere wrongdoer and trespasser, might have acquired a title to a certain seam or area of coal, and that, by the mode of driving levels and opening a certain area of coal, there might have been possession acquired to the whole thing as a mine or as a seam of coal, and not merely to the particular quantity of coal that was actually hewn and gotten."

These cases, therefore, shew that, although in favour of a *prima facie* title, possession of a part of the land will readily be extended to the whole, yet in the case of a mere possessor it is different, and a person who enters without title gains possession only so far as his actual control extends. To constitute a dispossession there must be, as to the whole of the lands in question, an absence of possession on the part of the late possessor and an effective possession by the new possessor.

The circumstance that the previous possessor is ignorant that his possession has been disturbed seems to be immaterial. It is enough that the disturbance has in fact taken place, and time forthwith begins to run in favour of the new possessor. In *Ruins v. Buxton* (28 W. R. 954, 14 Ch. D. 53) A. had occupied a cellar under the ground of B. for sixty years. This was unknown to B., and it was contended that therefore the statute did not run against him, but for such a contention FRY, J., found no support in the words of the statute, and the attempt to set up a case of concealed fraud was equally unsuccessful.

Turning now to discontinuance of possession, it is obvious that this implies a voluntary abandonment by the out-going possessor, and from the terms of the statute (3 & 4 Will. 4, c. 27, s. 3) it would seem to be intended that time should run against him from the date of such abandonment. But an opposite interpretation, and one which is now well settled to be correct, was given in *M'Donnell v. M'Kinty* (*supra*). It having been decided that the grantor of the land had not been dispossessed of the quarries, the question next arose whether there had been a discontinuance of possession by him, and as to this BLACKBURN, C.J., said:—"The word 'discontinuance' I understand to mean an abandonment of possession by one person, followed by an actual possession of another. This, I think, must be its meaning; for if no one succeed to the possession vacated or abandoned, there could be no one in whose favour or for whose protection the Act could operate. To constitute discontinuance there must be both dereliction by the person who has the right, and actual possession, whether adverse or not, to be protected."

It may be objected that this *dictum* was unnecessary for the determination of the case, as there had been in fact no abandonment of possession on the part of the grantor. Although he had no physical possession of the quarries, yet it was not shewn that his intention to possess had ever ceased, and, in the absence of actual dispossession this intention was enough to preserve his possession. Moreover, the reasoning of BLACKBURN, C.J., overlooks the fact that the policy of the statute is to bar the claims of former possessors rather than to confer protection on new possessors. But the principle has been too long accepted to be now open to criticism, and an authoritative decision in favour of it was given in England in the case of *Smith v. Lloyd* (9 Ex. 562). Here, as in *M'Donnell v. M'Kinty* (*supra*), there was a grant of land with a reservation of mines, and the mines were subsequently granted to a third party who did not work them or otherwise obtain actual control of them. PARKE, B., in delivering the judgment of the court, said:—"We have not the slightest doubt that the title of the grantee of the mines is not barred under the 3 & 4 Will. 4, c.

27, ss. 2 and 3, for we are clearly of opinion that that statute applies, not to cases of want of actual possession by the plaintiff, but to cases where he has been out of, and another in, possession for the prescribed time. There must be both absence of possession by the person who has the right, and actual possession by another, whether adverse or not, to be protected, to bring the case within the statute. We concur in the judgment of BLACKBURN, C.J., in *M'Donnell v. M'Kinty*, and the principle upon which it is founded."

CORRESPONDENCE.

COMPULSORY MEMBERSHIP OF THE SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—The opening words of the report of what I said at Plymouth on this subject may, I fear, be misunderstood. They state that I supported Mr. Gray Hill's motion, "That the council be requested to consider at an early date the desirability of obtaining statutory powers to require that solicitors should become members of the Incorporated Law Society." I took part in the discussion because I wished to encourage it; but I said I was not prepared at the moment to express an opinion on Mr. Gray Hill's proposal, but was ready to support any suitable plan which would result in an increase of the funds of the society. I did not vote on the altered motion, "That the council be requested to consider at an early date the best way of providing that all members of the profession shall be members of the society."

R. PENNINGTON, V.P.I.L.S.

Aug. 31.

THE LONG VACATION—CHANCERY CHAMBERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Yesterday I attended an application before the vacation chief clerk which was returnable at 11 o'clock. He never came until 11.45, and made no excuse or apology for his non-attendance.

There were 49 summonses in the list for 11 o'clock, and 28 for 11.30. My application was 26 in the 11 o'clock list, and was reached at 2.35. So that from 11 till 2.30 there were over sixty gentlemen waiting their turn to be heard.

Is comment of any use? or are solicitors and their clerks too low in the social element to be taken notice of at all? It really appears to me that they are, and have been for some time, treated by the legal authorities with the utmost contempt, and their time considered of no value.

I made a similar complaint last September, and you kindly inserted same, and I sent a printed copy to the Lord Chancellor, which he was gracious enough to acknowledge, and intimated that it should receive his attention; so it has *inattention*.

Will not any of your readers bestir themselves and agitate the matter?

J. HEDDERLY WHITE.

Sept. 2.

TITHE ACT, 1891.

[To the Editor of the Solicitors' Journal.]

Sir,—I am obliged by your editorial note (*ante*, p. 708) confirming my view as to the time for giving notice under the Tithe Act.

I find in Leach's Tithe Acts, 5th ed. (just published), p. 154, the following opinion which is diametrically opposite to yours; it says: "All landowners whose land is let subject to the payment of tithe rent-charge should at *once* serve notice upon the tithe-owner that the tenants are liable to pay the tithe rent-charge." The words in italics are mine.

R. N. R.

Aug. 24.

[See observations under the head of "Current Topics."—ED. S. J.]

CASES OF THE WEEK.

Before the Vacation Judge.

Re WICKS' PATENT SYNDICATE (LIM.)—2nd September.

COMPANY—WINDING UP—PETITIONER'S DEBT—COMMERCIAL INSOLVENCY—COMPANIES ACT, 1862, ss. 79 (4), 80 (4).

This was a petition to wind up the above-named company, the registered capital of which was £10,000, presented by a creditor for a debt of £107. The petition stated that the payment of the debt had been demanded several times, and that the company ought to be wound up under the provisions of the Companies Act, 1862, ss. 79, 80, which enact that a company may be wound up whenever it is unable to pay its debts, and that a company is to be deemed unable to pay its debts whenever it is proved to the satisfaction of the court that it is unable to pay them. It

was argued in support of the winding-up order that commercial insolvency was sufficient, that is to say, inability on the part of the company to meet current demands, and that it was useless to say that if the assets were realized there would be sufficient to pay twenty shillings in the pound. A company might be at the same time insolvent and wealthy, as it might have its wealth locked up in investments not presently realizable; but if it had not assets to meet its current liabilities it was commercially insolvent. It appeared that the company had been in difficulties for some time; but it was urged in opposition to the winding up that the petitioner had not proved indebtedness at the date of the presentation of the petition, but at some time anterior to that date, and that the petition should be dismissed; that the company was not insolvent, and that a petition was not the proper remedy to obtain payment of a disputed debt.

HENN COLLINS, J., made an order for winding up, but directed that it should not be drawn up if the company paid the debt to-day and the solicitors gave an undertaking in writing to pay the costs within twelve hours of taxation. The undertaking was given.—COUNSEL, *G. Cave; A. J. Chitty*. SOLICITORS, *Ford, Lloyd, Bartlett, & Michelmore; Williams & Neville*.

CRICK v. GRABURN—2nd September.

SPECIFIC PERFORMANCE—TRUSTEE IN BANKRUPTCY—INJUNCTION.

The plaintiff claimed an injunction to restrain the defendant Graburn, a bankrupt, and the defendant Brougham, the trustee in the bankruptcy, from dealing with certain land which the plaintiff alleged was the subject of a contract, whereby Graburn, before his bankruptcy, had agreed to grant the plaintiff a lease of the land for ninety-nine years. The action had been brought for specific performance of the contract. Counsel for the trustee took the point that the property was now vested in him, and inasmuch as no decree for specific performance could be made against a trustee in bankruptcy without his consent, the plaintiff had no interest in the property which ought to be protected by injunction.

HENN COLLINS, J., dismissed the motion.—COUNSEL, *Waggett*. SOLICITORS, *Adams & Adams; Plaintiff in person*.

TUCKER v. VOWLES—2nd September.

INJUNCTION—RESTRICTIVE STIPULATIONS—BREACH OF COVENANT—ERECTION OF BUILDINGS.

The plaintiff claimed an interlocutory injunction to restrain the defendant from erecting upon part of the Redland Building Estate, Bristol, any building not being a villa with conservatory in the rear. The plaintiff's case was that, in the early part of 1888, Messrs. Shorland & Vowles, having acquired the freehold of Redland House and grounds, laid the property out as a building estate, advertising it by means of a plan which shewed the various plots with a house upon each plot. They sold many of the plots, and each purchaser was required to sign a contract in a printed form whereby he agreed to covenant not to erect upon the land any building other than a villa with a conservatory in the rear not higher than 13 feet. The conveyances were executed in duplicate, and contained covenants following the contracts. The plaintiff claimed as mortgagees of one Herridge, who had acquired four of the plots, which had been conveyed to him under contracts and deeds containing the restrictive stipulation in question. The defendant Vowles, one of the original vendors, had acquired the entire property in two of the plots, in respect of which the restrictive covenants were also taken in favour of Shorland, and he had built and now occupied a villa upon one of those plots. Recently he had acquired from Shorland the entire interest in four adjoining plots, the conveyances containing no such covenant as in the case of the other plots, and had commenced to erect upon them a billiard-room, conservatory, and stable for use as adjuncts to his villa residence. The plaintiff alleged that this was a breach of the obligation by which the defendant, as one of the original owners, was bound to all the purchasers—namely, that nothing but a villa with a conservatory in rear should be built upon any of the plots. The plaintiff's counsel relied, in support of their case, upon the principles laid down in *Renals v. Cowlishaw* (28 W. R. 486, 11 Ch. D. 866), *Nottingham Patent, &c., Co. v. Butler* (34 W. R. 405, 15 Q. B. D. 261, 16 Q. B. D. 778), and *Martin v. Spicer* (37 W. R. 689, 14 App. Cas. 12). The defendant's counsel contended that none of the decided cases went to the length contended for in this case, and relied also upon the fact that the buildings complained of were almost completed when the action was commenced.

HENN COLLINS, J., considered that, as the case involved a nice point of law which had not yet come before the courts for decision precisely in the form in which the question now at issue presented itself, and as the buildings had been allowed to progress far towards completion before the action was commenced, no interlocutory order ought to be made, and he directed that the motion should stand until the trial of the action.—COUNSEL, *Millar, Q.C., and Shaddon; Marten, Q.C., and Waggett*. SOLICITORS, *Ley, Lake, & Ley, for Burrourges, Bristol; Guscombe, Wadham, & Daw, for Lawrence, Bristol*.

ROOT v. CLARKE—2nd September.

INJUNCTION—CONTRACT OF SERVICE—ABSENCE OF NEGATIVE COVENANT—SPECIFIC PERFORMANCE—AGREEMENT TO GIVE WHOLE TIME.

This was a motion by the plaintiffs that the defendant, his agents, artists, or servants, might be restrained from holding any concert or performance within the township of Herne Bay, Kent, at any other place within the township than at the Pier Pavilion, on any evening or on the Saturday afternoon in this week. The plaintiffs were the lessees of the Pavilion in Herne Bay, and had entered into an agreement with the defendant, who is a vocalist and burlesque artist, dated the 28th of April, 1891, by which, after reciting that the plaintiffs agreed to find hall, gas,

piano, day bills, posting, &c., for one week, at the Pavilion, Herne Bay, and the defendant agreed to provide two hours' entertainment with his concert company, also check takers, picture posters, &c., it was agreed that there should be an engagement for six night performances and one afternoon, commencing on Monday, August 31, 1891. By the agreement the receipts of the week were to be divided between plaintiffs and defendant, and the defendant further agreed to forward in registered envelope matter for bills and programmes two clear weeks before opening, or the engagement "to become null and void." On August 12 the defendant wrote to the plaintiffs' entertainment agent saying that he could not come the week commencing August 31, and asked for a later date. The defendant had issued advertisements that he intended to give entertainments at the Town Hall, Herne Bay, for five nights, commencing September 1. The plaintiffs had obtained an *interim* injunction in the terms of the notice of motion. When the case came on the defendant asked to have the injunction discharged, on the ground that the action was one to enforce the specific performance of a hiring agreement, which could not be specifically performed. The defendant relied on *Whitwood Chemical Co. v. Hardman* (1891, 2 Ch. 416).

HENN COLLINS, J., said that the case relied on by the defendant was binding upon him, and he should follow it. This was an attempt to obtain indirectly an order for specific performance of a hiring agreement, which could not be made. The *interim* order must be discharged, and there must be an inquiry as to damages, the costs of the motion to be the defendant's costs in any event.—COUNSEL, *Smith; Boome*. SOLICITORS, *J. E. & H. Scott; H. C. Jones*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

THE ORIGIN OF RIGHTS OF COMMON: A PLEA FOR THE REPEAL OF THE STATUTE OF MERTON.

The following is the paper read by Mr. PERCIVAL BIRKETT (London), solicitor to the Commons Preservation Society, &c., at the Plymouth meeting:—

When it had been announced that the Incorporated Law Society of this town had been good enough to invite the Incorporated Law Society of the United Kingdom to hold its annual provincial meeting here, and you requested me to assist in its proceedings, an irresistible desire came over me to attempt, in the neighbourhood of Dartmoor, the largest common that I know of in England, a task upon which I have often dwelt, and having regard to the fact that I am able to draw upon the history of this great waste for valuable evidence, I venture to read this paper. The observations which I offer for consideration are in respect of rights of common upon the ordinary waste and common land so frequently met with, here and there nestling village greens, in other places vast tracts of moorland, forest, and fell. I shall only refer *en passant*, and by way of contrast, to the rights of a more special character, such as lammings rights, and rights upon common fields and stinted pastures. Many persons have endeavoured to solve the question as to what is the true origin of rights of common, but most of them have started from what, I venture to think, the wrong end of the problem. They have commenced from a purely legal standpoint, and attempted to solve the problem by endeavouring to reconcile facts which conflict with the pure legal theory by various ingenious hypotheses, adopting a course which has so signally failed in all the great lawsuits, whilst the commoners who have based their cases upon facts have succeeded. They have looked at the facts through glasses clouded with legal fictions which had their origin partly in the brains of early Norman lawyers, but to a much larger extent in the imaginations of Elizabethan judges, who had no practical knowledge of agricultural life. I propose to look for the origin in a state of things which can be shewn to have existed before much of the law was declared by judges, who at one time had a Chancellor at their head, a man more celebrated for his dancing than his knowledge of law; then to shew that the legal theory, while struggling to embrace this state of things, fails to do so, and the inconsistency of the methods of proving title to a right of common conclusively shews that the legal origin is wrong; and finally to urge that a statute which has fulfilled its object should be repealed. It is impossible, within the limits allowed on an occasion like the present, to exhaustively treat a subject which has for many years engaged the attention from one point of view or another of many eminent men. All that can be done is to cursorily state some of their arguments, and to place with equal brevity my facts and contentions before you. There are at the moment two generally accepted theories as to the origin of rights of common. They may be described as the legal origin, an origin traced through the law as laid down by mediæval lawyers, and the historical origin, as disclosed by the researches of Sir Henry Maine, G. L. Von Maurer, and Nasse. While accepting many of the conclusions involved in these two theories, I venture to suggest a third origin, which, while consistent with modern law, does not clash with the historical theory if that is applied to rights of common on wastes. My view is that all commons and waste lands are the relics of the moorlands and forests belonging to the nation—unclaimed lands pure and simple—from which everybody, without distinction of tenure, took whatever was of use to him, whether food for livestock, or litter, fuel, or wood for use upon his own cultivated property. The legal theory has for its foundation the maxim that all land must have an owner, and for its main prop the maxim that every "profit à prendre in alieno solo" must have originated in a grant by the owner of the soil, and as a natural consequence we find it laid down that the only persons or body of persons capable of acquiring such right of profit are

those who are capable of taking a grant. Thus should it be found that in the case of two or three parishes adjoining a common all the occupiers of land in those parishes, whether freehold or copyhold, as a matter of fact depasture the common, the law will say the lord of the manor does so by virtue of his ownership of the soil, his freehold tenants by operation of the common law, his copyhold tenants by custom because the ownership of the soil of their land is in the lord of the manor, and those who have no manorial nexus by virtue of some grant which *must* have been made. Mr. Scrutton, a supporter of the legal theory as being also historically correct, commences his work with what seems to me a complete fallacy, viz., that "the origin and history of common lands in England are inseparably bound up with the history of the manor," and he winds up an ingenious argument with the somewhat tame though ingenious observation that "all legal rights of common originate in the lord's grant or in his permission or sufferance." Mr. Scrutton does not omit, however, to point out that rights of common may have an existence apart from a manor, shewing that the legal theory has not universal application, and he recognizes a vill with lands around it which require consideration, but he clings as the safer course to the legal theory—he faces the hedge but will not leap it—and, lawyer like, he gives in to the compromise which permits of either theory being accepted. Of course, rights of common must have had their origin in grant, or the lord of the manor where they are enjoyed on manorial wastes must have submitted to their exercise; but the real question is, if they were not the subject of grant, how was it that the commoners could compel the submission of the lords? The legal theory presumes the lord of the manor as the unit of origin, and that those entitled to rights of common were his tenants or his grantees. It is a matter of the greatest facility to shew that the principle is not of universal application, and that without the most absolute legal fictions it is impossible to attribute the true origin of the right to a grant of the lord. The historical theory is that originally all the land was owned in common by free village communities, and that rights of common are a survival of this earliest state of society. That subsequently by right of conquest a lord was imposed upon the community, of whom in future every man would hold his tenement, and that the law gradually, under the influence of feudal principles, presumed that from such lord all grants of ownership sprang. The Teutonic community (*Gemeinde*) is best described by Sir Robert Morier when treating of the agrarian legislation of Prussia during the present century. The district or mark—i.e., the geographical area marked out and appropriated by the community—consisted of three distinct parts:—First, the common mark owned jointly by the community; secondly, the arable mark apportioned in equal lots to the members of the community; and lastly, the mark of the township, also divided into equal lots or individually appropriated. The idea of this "*Gemeinde*," this state of early land tenure, originated by Von Maurer, applied by Freeman, Nasse, and Stubbs to England, developed by Maine, and accepted in a limited sense by Seebohm, is generally supposed to be referred to by Tacitus. It is submitted that this consensus of opinion is sufficient at any rate to raise the strongest presumption of the existence of such an early system of land tenure. But in my view, which agrees with Scrutton, these settlements or village communities were cultivated oases surrounded by vast forests, moorland, wastes, and marshes, in which the livestock of the community fed, with no boundary marking where the claims of the township or vill ended, and in respect to which no limit was fixed as regard the number of livestock to be turned out or the quantity of estovers to be taken, in which, in fact, every man took "all that might do him good." The "common mark" no doubt was a common pasture, but was a cultivated pasture and not waste, and in lammas lands, stinted pastures, and common fields we have the survival of the village community. The legal origin is inconsistent with the law as looked at in the light of the statute *Quia Emptores*. Prior to that statute any feoffment of arable demesne land carried with it a right of common of pasture as necessarily incident to the grant an operation of law which could not be avoided, so that whereas the lord could not himself enclose or even depasture the wastes unless he left sufficient for his tenants, he could by granting out his demesne lands create rights of common to any extent relatively to the size of such lands. Bracton, writing in the thirteenth century, recognizes prescription as a method of pleading the title to a "dominant tenement," that is a long user as of right, not violent, "*ex scientia negligentia et patientia dominorum*," or clandestine or permissive, a principle now placed upon a simpler footing by the Prescription Acts. Therefore in Bracton's time there must have been in existence a state of things not consistent with a pure manorial theory, for which the law had to invent the fiction of the lost grant. In fact the forms of writs given by Bracton all point to long inexplicable user. The early judges, therefore, not having the advantages we possess of research, quietly assumed the last thing in the world which was likely to have happened, viz., that a Saxon or Danish conquering king—or one of his followers—out of the tenderness of his heart for the subjugated Britons, granted them these rights in his forest or manor. The judges, of course, were convinced that these rights had existence long before the written law, but were bound by the fetters of feudalism to find a source whence they could have been granted. To enable the acceptance of the legal origin, a system of manors, all of the same type, must have been established throughout the country, each complete in itself, with common pastures upon which the tenants of the manor and nobody else fed their stock. We know that this was not the case. The ancient systems of land tenure in the extreme West of England, in Wales, and in the North differs in many respects from that in the South of England, and yet rights of common exist in townships in the North, in the principality of Wales, and here in the West. It is doubtful, too, whether the Saxons imposed their system of agriculture throughout England. Let us, therefore, look at some facts, and see if they assist in the elucidation of our question. Let us begin with

two purely manorial cases. In the case of Banstead in Surrey (*Robertson v. Hartopp*, 43 Ch. D. 484) the documents relating to the manor are singularly complete, and afford valuable and interesting historical facts both as regards tenure and the relations of the inclosed lands to the adjoining commons, both in and outside the parish of Banstead, from A.D. 1066 to the present day. At the date of Domesday Book there were in the parish undoubtedly several of what are popularly known as manors, and they descended side by side through the hands of different owners. The documents disclose throughout the whole of the period of 800 years a conflict of law and fact, which brings into relief the point I wish to urge, and clearly distinguishes one theory of the origin of rights of common from the other. The court rolls of the manor, which commence in 1378, contain year after year presentments based upon the legal theory that all rights spring from the lord against the exercise of rights of common by persons "not being tenants of the manor," shewing that the persons presented continued to assert their rights notwithstanding the objections. The manor extended far beyond the parish, and thus there was the ridiculous position that, while objection was taken to the most natural use of the commons by persons close by, a right to use by persons living too far off to do so was conceded *sub silentio*. As the law presumes all things done to be rightly done (*De la Warr v. Miles*, 19 Ch. D. 80), the court would hold the long objected to, though persisted in, user must have had a legal origin. Is it conceivable, from a practical point of view, that a lord of a manor, on the one hand, granted such rights, and afterwards contested them, and, on the other, granted them, knowing perfectly well that they would not be exercised? These same rolls contained numerous presentments of farmers of land in other parishes adjoining the commons, who persisted in coming on to them to take what did them good, and I have not the slightest doubt that the rolls of these neighbouring manors would contain similar entries against the farmers of Banstead.

(To be continued.)

The reports as to the health of Mr. Justice Hawkins have been much more satisfactory this week. The learned judge has been progressing favourably, and has sat up without much fatigue.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GILMAN.—Sept. 1, at Elmhurst, Eaton, Norwich, the wife of Charles Storey Gilman, barrister-at-law, of a daughter.
LE SEUR.—Aug. 25, at No. 13, The Terrace, St. Helier's, Jersey, the wife of Ernest Le Seur, of the Inner Temple, barrister-at-law, of a daughter.
LEVETT.—Aug. 25, at 78, Cambridge-terrace, Hyde-park, the wife of Ernest L. Levett, Q.C., of a daughter.

MARRIAGES.

COGHILL—LAWSON.—Aug. 27, at Drayton, St. Leonard's, Alexander Coghill, of Welham, Shepton Montague, Somerset, and 19, St. Edmund's-terrace, Primrose-hill, barrister-at-law, to Adelaide Maude Mary Bigland, fifth daughter of Sir Henry de Burgh Lawson, Bart., of Gathersley Castle, Richmond, Yorkshire.
COORE—VON SCHMELING.—Aug. 25, at the Standesamt, and, on the following day, at the Catholic Church, Wiesbaden, George Barnard Milbank Coore, barrister-at-law, to Augusta Fanny, youngest daughter of His Excellency General Von Schmeling, late H.F.M.'s First Guards.
DISTURNAL—SOUTHERN.—Sept. 1, at St. Andrew's Church, Walsall, William J. Disturnal, B.A., LL.B., of the Inner Temple, barrister-at-law, to Charlotte E., second daughter of Thomas Southern, of Bescot, Walsall.
HILL—HARDY.—Aug. 27, at St. Bartholomew's Church, Ripponden, Edward Maurice Hill, of the Inner Temple, barrister-at-law, to Susan Ellen Berta, fourth daughter of G. B. Hadwen, Esq., of Kabroyde, Halifax, Yorkshire.
HUGGETT—BATLY.—Sept. 1, at Christ Church, Ealing, Edgar Vaux Huggett, M.A., barrister-at-law, to Alice Mary, third daughter of the late Rev. Henry Eastfield Batly, Rector of Fiddington, Somerset.

DEATHS.

CLARKE.—Aug. 26, whilst bathing at Bervie, N.B., Alexander Clarke, of Colby House, Walton-on-Thames, and of 14, Serjeants'-inn, Fleet street, solicitor, aged 29.
LOWE.—Aug. 29, at his residence, 48, Upper Bedford-place, Russell-square, Robert Manley Lowe, of 2, Temple-gardens, Temple, aged 81.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

VANITY FAIR CARTOONS.—A few Complete Sets of the Judges that have appeared in *Vanity Fair* to date are still to be had on application to the Publisher. There are 36 Cartoons in all. Price, per Set, £9 10s. Offices, 182, Strand, London, W.C.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 23.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BENJAMIN BROTHERS, LIMITED.—Creditors resident outside the Australian Colonies are required, on or before the 30th of November, to send their names and addresses, and the particulars of their claims or debts, to Leopold Solomon Benjamin and Frederick Solomon Benjamin, Brisbane, Queensland.

HUGGINS & CO, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts and claims, to James Breeze, 5, The Sanctuary, Westminster.

MERCHANTS' CAFE CO, LIMITED.—Creditors are required, on or before Oct 15, to send their names and addresses, and the particulars of their debts or claims, to Samuel Norbury

Williams, 7 and 8, Exchange Arcade Chmbs, St Mary's Gate, Manchester Turner, Manchester, solicitor for liquidator
URANIAN MINES, LIMITED.—Creditors are required on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to William Frederick Barton Massey Mainwaring and Alexander Jackson Leese, 31, Lombard st, Brook, Clements's solicitor for liquidators

London Gazette.—TUESDAY, Sept. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALBION SPINNING CO, LIMITED.—Creditors are required, on or before Oct. 13, to send their names and addresses, and particulars of their debts or claims, to Richard Mather, Manchester rd, Tyldesley, Lancaster. Lewis Carr, Atherton, solicitor for the liquidators

PSIEL ESTATE AND EXPLORATION CO, LIMITED.—Creditors are required, on or before Oct 13, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Horsfield, 60, King st, Manchester Collier & Carter, Manchester, solicitors for the liquidator

ST HELIERS WATERWORKS CO, LIMITED.—Creditors are required to send in the amount and particulars of their claims to Walter William Jones, Memorial Hall bldgs, Farringdon st, on or before Sept 29. Gurney, Queen Victoria st, solicitor for liquidator

UNLIMITED IN CHANCERY.

CENTRAL WALES AND CARMARTHEN JUNCTION RAILWAY CO.—Creditors are required on or before Oct 31 to send their names and addresses and particulars of their debts or claims to Sir James Kitson, Bart, 1, Draper's gdns, Throgmorton avenue

FRIENDLY SOCIETIES DISSOLVED.

BURIAL SOCIETY, Red Lion Inn, Bitterne, Hants. Aug 29
NEW FRIENDS' BENEFIT SOCIETY, Duke of Gloucester, Seabright st, Bethnal Green. Aug 25

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 21.

HYDE, PRUDENCE AUGUSTA, Reading Oct 30 Beddome v Barrett, Stirling, J Harvey, Ludgate hill
LOMAS, ALFRED PHILIP, Manchester Sept 19 Crane v Lomas, Registrar, Manchester Ogden, Manchester

London Gazette.—TUESDAY, Aug. 25.

WHITE, WALTER, Raymond bldgs, Gray's inn, Solicitor Oct 1 Pennell v Franklin and Peach v Franklin, Kekewich, J Franklin, Raymond bldgs

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 28.

ALDREN, ROBERT, Skerton, Lancaster, Brewer Sept 30 Thompson & Craven, Preston
BARKER, WILLIAM, Peckham, Surrey, Commercial Traveller Oct 1 Free, New Broad st
BENSON, SARAH, Whitty, York Sept 29 Southgate, King's Bench walk, Temple
BERRY, EDWARD, Gloucester, retired Chemist Oct 1 Haines & Sumner, Gloucester
BIDGOOD, EDMUND, Axbridge, Somerset, Yeoman Oct 31 March, Axbridge
BIRLEY, FRANCES, Newton le Willows, Lancaster Oct 10 Davies & Co, Warrington
BISSELL, JOSEPH GLOVER, Wolverhampton, Wholesale Ironmonger Oct 9 Flewker & Page, Wolverhampton
BLAKE, JULIA, Cottesmore gdns, Kensington Sept 30 Lowndes & Co, Liverpool
BROOME, CHARLOTTE HARMAN, Bathaston, Somerset. Oct 1. Wood & Awdry, Chippenham, Wilts
BROOME, CHRISTOPHER EDMUND, Bathaston, Somerset, Esq. Oct 1. Wood & Awdry, Chippenham
BURGESS, MARIA FISHER, Higher Trenmere, Chester. Sept 30. Jones & Co, Liverpool
CHURCH, CHARLES JEFFRIES, Bentley rd, Tottenham rd, Kingsland rd, Cooper. Sept 25. Simpson & Co, Three Crown sq, Southwark
COLLINS, JAMES, Sandhurst, Kent, Farmer. Oct 10. Philcox, Burwash, Sussex
COWAN, MALCOLM COLQUHOUN, South Shields, Engineer. Oct 30. Rennoldson, South Shields
COX, MARGERY ANN, Alveley, Salop. Sept 7. Ivens & Morton, Kidderminster
CRAYER, JANE, Newbiggen by the Sea, Northumberland. Oct 1. Arnott & Co, Newcastle upon Tyne
EDMONDS, REBECCA FARMER, Lydham, Montgomery. Sept 30. Kough, Shrewsbury
FERRIS, JAMES, Stratton St Margaret, Wilts, Surgeon. Sept 25. Kinnear & Tombs, Swindon
FLETCHER, ELIZABETH, Gloucester. Oct 1. Haines & Sumner, Gloucester
GODFREY, THOMAS, Oldham, Innkeeper. Sept 28. Marland, Oldham
GRESHAM, ELIZABETH, Withington, nr Manchester. Oct 17. McDonald, Manchester

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 28.

RECEIVING ORDERS.

ADAIR, GERALD, Fulham rd, Esq High Court Pet July 17 Ord Aug 24
ALLCOCK, JOHN, Hucknall Torkard, Notts, Furniture Dealer Nottingham Pet Aug 24 Ord Aug 24
ARCHER, GEORGE ARTHUR, Stafford, Licensed Victualler Stafford Pet Aug 25 Ord Aug 25
BARRETT, PAUL, Earl's Court rd, Kensington, Upholsterer High Court Pet Aug 24 Ord Aug 24
BAUMGARTEN, JOSEF, Holles st, Cavendish sq, House Steward High Court Pet Aug 5 Ord Aug 24
BLOWER, WILLIAM, Upper Easton, St George, Glos, Grocer Bristol Pet Aug 24 Ord Aug 24
BROKENSHIRE, JAMES, East Stonehouse, Devon, Beer-house Keeper East Stonehouse Pet Aug 8 Ord Aug 24
BROOKES, WILLIAM ISAAC, Oxford, Painter Oxford Pet July 21 Ord Aug 24

BROWSE, GEORGE HENRY, Paignton, Devon, Farmer East Stonehouse Pet Aug 24 Ord Aug 24
CALVERT, JOHN, Burnley, late Cotton Manufacturer Burnley Pet Aug 25 Ord Aug 25
CLINTON, CHARLES WILLIAM, Truro, Cornwall, Accountant Truro Pet Aug 13 Ord Aug 24
DICKINSON, ALBERT, Bradford, Carter Bradford Pet Aug 28 Ord Aug 28
DYKE, HENRY, Kingswood, nr Bristol, Printer Bristol Pet Aug 24 Ord Aug 24
EDWARDS, HENRY, Bexley Heath, Kent, Gent Rochester Pet July 24 Ord Aug 24
EMBLETON, JOHN, Newcastle on Tyne, Innkeeper Newcastle on Tyne Pet Aug 24 Ord Aug 24
EVANS, ELIZABETH, Manchester, Milk Dealer Manchester Pet Aug 25 Ord Aug 25
GREEN, CHARLES, the younger, Bromyard, Herefordshire, Grocer Worcester Pet Aug 25 Ord Aug 25
GREEN, JOHN, Wolverhampton, Lock Manufacturer Wolverhampton Pet Aug 22 Ord Aug 24

HARGREAVES, JOHN, Keighley, Yorks, Brick Manufacturer Bradford Pet Aug 28 Ord Aug 28
HARRIES, JOHN, Ystrad, Rhodda, Glam, Ironmonger Pontypridd Pet Aug 25 Ord Aug 25
HOLNESS, JOHN, Herne, Kent, Grocer Canterbury Pet Aug 24 Ord Aug 24
HOWELL, JAMES, Penygraig, Glam, Grocer Pontypridd Pet Aug 24 Ord Aug 24
HUGILL, WILLIAM, Bilsdale, Ingleby, Greenhow, Yorks, Farmer Northallerton Pet Aug 25 Ord Aug 25
JACKSON, JOHN, Burnley, Auctioneer Burnley Pet Aug 28 Ord Aug 28
JONES, BENJAMIN, Hulme, Manchester, Baker Manchester Pet Aug 25 Ord Aug 25
JONES, JOHN PARRY, Swansea, late Innkeeper Swansea Pet Aug 24 Ord Aug 24
KEENE, JAMES FREDERICK, Wingfield rd, Walthamstow, Painter High Court Pet Aug 5 Ord Aug 25
LAUGHAN, JOHN ALFRED, Cockerthorpe, nr Darlington, late Grocer Stockton on Tees and Middlesborough Pet Aug 25 Ord Aug 25

HARRISON, WILLIAM WATSON, Manchester, Builder. Sept 20. Holt, Manchester

HAYTER, ELIZABETH, Salisbury. Oct 14. Wilson & Sons, Salisbury and Wilton

HURST, JOHN, Sparkbrook, Birmingham, Gent. Oct 1. Blewitt & Reynolds, Birmingham

LEONARD, SAMUEL, Cradley, Wores, Manager of Ironworks. Nov 5. Perry & Travis, Stourbridge

LOCKWOOD, MARIA, Newton crant, Leeds. Oct 31. Turner & Turner, Leeds

LUSCOMBE, ROBERT, Plymouth, Farmer. Oct 3. Gidley & Son, Plymouth

MARRLAND, SUSANNAH, Stockport. Sept 15. Grundey, Stockport

MERRIFIELD, JOHN, Plymouth. Oct 1. Munday, Plymouth

MIDDLETON, FRANCIS BLUNDERFIELD, Fakenham, Norfolk, Banker's Clerk. Oct 12. Whites & Pomeroy, Wymondham

MITCHELL, MARY, Crossley st, Bradford. Oct 1. Stamford & Metcalf and Gaunt & Co, Bradford

MUNDT, JAMES, Langley Burrell, Wilts, Gent. Sept 26. Wood & Awdry, Chippenham

MUNDT, JANE, Langley Burrell, Wilts. Sept 26. Wood & Awdry, Chippenham

PARKERSON, HENRY MOUNT, Khodwa Mount, North-West Province, India, Major in 63rd Regiment. Sept 30. Edwards, Birmingham

PEARCE, WILLIAM, Bow Common, Manufacturing Chymist. Oct 17. Wilde & Co, College hill

PERVOIA, GEORGE CHARLES RATCLIFF, King's rd, Chelsea, Licensed Victualler. Sept 31. Dutton, Churton st, Fimlico

PRICE, WILLIAM, Frindsbury, Kent, Superintendent at S. E. R. Strood Station. Sept 23. G. & W. Webb, Austinfriars

PULLEY, HARRY, Shrewsbury, Clerk in Holy Orders. Oct 10. Morris, Shrewsbury

REED, FRANCIS JAMES BUCHANAN, Fareham, Southampton, Major in 51st Regiment. Oct 22. Layard, Chancery lane

ROTHERY, ELEANOR, Hamilton Drive, Nottingham. Oct 8. Stewart & Co, Wakefield

SYKES, JOHN, Huddersfield, Tailor. Sept 19. Laycock & Co, Huddersfield

WICKS, MARIA, Essex rd, Islington. Sept 27. Harcourt & Son, Wool Exchange, Basinghall st

WILLIAMS, ELIZA, Buckley, Flint, Grocer. Sept 30. Tibbits, Liverpool

London Gazette.—TUESDAY, Sept 1.

ATKINSON, JAMES GEORGE, The Grange, nr Rotherham, M.D. Oct 22. Palethorpe & Postlethwaite, Leeds

BRAZLEY, THOMAS, Calne, Wilts, Builder. Sept 30. Henly, Calne

BRESON, BENNETT, Grantham, Gent. Oct 12. Beaumont, Grantham

BOWEN, ANTHONY, Heswall, Chester, Gent. Sept 30. Miller & Co, Liverpool

CHAVE, FREDERICK, Alperston, Devon, retired Merchant. Sept 30. Clarke, Tiverton

COOPER, SIR HENRY, Kingston upon Hull, Kt, Doctor of Medicine. Sept 30. Cooper, Hull

GREENWOOD, WILLIAM WALKER GOLDSMITH, Norwich, Gent. Oct 3. Emerson, Norwich

HALL, THOMAS MOSES, Market Rasen, Lincs, Gent. Oct 31. Rhodes, Market Rasen

HILMES, JAMES, Manchester, Calico Printer. Oct 14. Sumner, Manchester

ISZARD, WILLIAM JOHN, Lea Bridge. Sept 30. Stones & Co, Finsbury cir

KENDAL, THOMAS, Manchester, Silk Mercer. Oct 20. Farrar & Co, Manchester

MEER, CAROLINE, Whittington, Wores. Nov 2. Pidcock & Son, Worcester

MULCASTER, WILLIAM, Birkby, Maryport, Cumbrld, Coal Proprietor. Oct 10. Tyson & Hobson, Maryport

MURGATROYD, EMMA, Leeds, Innkeeper. Oct 14. Emsley & Co, Leeds

NEILSON, ANDREW, Cloughton, Chester. Sept 30. Miller & Co, Liverpool

OWEN, WILLIAM, Ardwick, Manchester, Stiffener. Oct 1. Boote & Edgar, Manchester

PARKERSON, HENRY MOUNT, Khodwa Mount, North West Province, India, Indigo Planter. Sept 30. Edwards, Birmingham

PARKINS, HENRY, Bucks, Boat Builder. Oct 14. Long & Co, Windsor

PEEL, THOMAS ROBERT, Manchester, Baby Linen Manufacturer. Oct 1. Boote & Edgar, Manchester

PERKINS, JAMES, Bradford, Gent. Sept 30. Atkinson, Bradford

PIDDLESSEN, THOMAS WHITEMAN DITON, Tackelaw, Hastings, Fisherman. Nov 2. Davenport Jones & Glenister, Hastings

REPETH, JANE, Plymouth. Oct 5. Bulteel & Rowe, Plymouth

RUSSELL, WILLIAM MELBOURNE, Stretford, Lanes, Captain in the Army. Oct 1. Wadson & Malleon, Austinfriars

SMITH, WILLIAM, Gateshead, Durham, Iron Merchant. Sept 27. Clayton & Gibson, Newcastle upon Tyne

SOUTER, EDWARD CALEB, West Brighton, Esq. Oct 1. Paterson & Co, Lincoln's inn fields

STOREY, CHARLES, Lowdham Grange, Notts, Doctor of Medicine. Oct 10. Goodhall & Brown, Nottingham

SYKES, ANN, Fendlebury, Lanes. Oct 1. Boot & Edgar, Manchester

WALKE, RICHARD, Turnchapel, Plymouth, Devon, Joiner. Oct 5. Bulteel & Rowe, Plymouth

WELCH, THOMAS, Ilfracombe, Gent. Sept 30. Butcher, Bouverie st, Fleet st

LAVER, HARRY EDWARD, Chaplin rd, West Ham, Carman High Court Pet Aug 25 Ord Aug 25
 LEWIN, WILLIAM, Palmerston rd, Walthamstow, Soot Dealer High Court Pet Aug 25 Ord Aug 25
 LEWIS, EDWIN ALFRED, Calthorpe st, Gray's inn rd, Doctor of Medicine High Court Pet Aug 25 Ord Aug 25
 O'SULLIVAN, DENIS, Swansea, Warehouseman Swansea Pet Aug 25 Ord Aug 25
 ORRIS, CLIFFORD STEGGALL, Ipswich, Cement Merchant Ipswich Pet Aug 25 Ord Aug 25
 PATTISON, JAMES MICHAEL, Leyburn, Yorks, Draper Northallerton Pet Aug 25 Ord Aug 25
 PEARCE, PHILIP, Northcote rd, Church rd, Willesden, Builder High Court Pet Aug 6 Ord Aug 23
 PORTER, HENRY PALMER, Bridgwater, Travelling Draper Bridgwater Pet Aug 24 Ord Aug 21
 PUGH, MARY, Worcester, Widow Worcester Pet Aug 12 Ord Aug 21
 RHODES, WILLIAM HENRY, Huddersfield, Bank Clerk Huddersfield Pet Aug 25 Ord Aug 25
 STANBROOK, THOMAS, New Fishbourne, nr Chichester, Dealer Brighton Pet Aug 25 Ord Aug 25
 TIDSWELL, JOHN, Bradford, Hosiery Manufacturer Bradford Pet Aug 25 Ord Aug 25
 WATKINS, EDWARD, Sheepwash, Devon, Farmer Barnstaple Pet Aug 26 Ord Aug 26
 WERDON, EDWARD, Leicester, Confectioner Leicester Pet Aug 26 Ord Aug 26
 WHITE, ELIZA, Aberystwith, Cardiganshire, Lapidary Aberystwith Pet Aug 25 Ord Aug 25
 WOODBRIDGE, WILLIAM GEORGE, Highworth, Wilts, Saddler Swindon Pet Aug 25 Ord Aug 25

The following amended notice is substituted for that published in the London Gazette of Aug. 18.

KINGSDORTH, ALBERT EDWARD, Groombridge, Sussex, Brewer's Traveller Tunbridge Wells Pet July 25 Ord Aug 13

FIRST MEETINGS.

ALDRIDGE, WILLIAM, Upper Deal, Greengrocer Sept 11 at 3 Off Rec, 5, Castle st, Canterbury
 ALEXANDER, JOSIAS, JOSIAS ALEXANDER, jun, ALBERT ALEXANDER, and WILLIAM GEORGE RAND, Threadneedle st, Cornbrook, Sept 16 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 BAUMGARTNER, JOSEF, Holles st, Cavendish sq, House Steward Sept 9 at 12 33, Carey st, Lincoln's inn
 BOOSEY, EDWARD SAMUEL, Edgware rd, Auctioneer Sept 9 at 11 33, Carey st, Lincoln's inn
 CARSWELL, THOMAS RICHARD, Aylestone, Leices, late Butcher Sept 4 at 12 Off Rec, St Peter's Church walk, Nottingham
 CAVELL, EDWARD STUART, Temple chbrs, Temple avenue, Solicitor Sept 7 at 12 33, Carey st, Lincoln's inn
 CHAMBERS, GEORGE THOMAS, Garlick hill, Wholesale Tea Dealer Sept 10 at 11 33, Carey st, Lincoln's inn
 CHARLTON, WILLIAM, Ashford, Kent, Watchmaker Sept 11 at 2 30 Off Rec, 5, Castle st, Canterbury
 CHINN, HELEN, Birmingham, Hairdresser Sept 7 at 11 25, Colmore row, Birmingham
 CHRISTIE, W. F., late of Cheltenham, of no occupation Sept 7 at 11 33, Carey st, Lincoln's inn
 CUNNINGHAM, WILLIAM HENRY, South Shields, Mineral Water Manufacturer Sept 7 at 11 30 Off Rec, Pink lane, Newcastle upon Tyne
 EDWARDS, HENRY, Bexley Heath, Kent, Gent Sept 17 at 11 30 Off Rec, High st, Rochester
 EDWARDS, LEWIS, Black Mill, nr Bridgend, Glam, Miller Sept 8 at 12 Off Rec, 29, Queen st, Cardiff
 GRIFFITHS, GEORGE HENRY, Newtown, Stourport, Worcs, Butcher Sept 4 at 2 A. S. Thursfield, Solicitor, Kidderminster
 HICKEN, GEORGE ROBERT, Birmingham, Provision Dealer Sept 7 at 3 25, Colmore row, Birmingham
 HIXON, JOHN, Stourport, Worcs, Chemist Sept 4 at 2 15 A. S. Thursfield, Solicitor, Kidderminster
 HOLNESS, JOHN, Herne, Kent, Grocer Sept 11 at 3 30 Off Rec, 5, Castle st, Canterbury
 HUGGILL, WILLIAM, Bilsdale, Ingleby, Greenhow, Yorks, Farmer Sept 28 at 12 Court house, Northallerton
 JAMES, SAMUEL, Leeds, Insurance Agent Sept 7 at 11 Off Rec, 22, Park row, Leeds
 JONES, DANIEL, Florence st, Islington, Draper Sept 9 at 12 33, Carey st, Lincoln's inn
 KREHL, ALBERT, Lion ct, Birchin lane, Cornhill, Restaurant Proprietor Sept 9 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 ORRIS, CLIFFORD STEGGALL, Ipswich, Cement Merchant Sept 4 at 12 36, Princes st, Ipswich
 PATTISON, JAMES MICHAEL, Leyburn, Yorks, Draper Sept 4 at 3 Off Rec, 8, Albert road, Middlesbrough
 PORTER, HENRY PALMER, Bridgwater, Travelling Draper Sept 5 at 11 Bristol Arms Hotel, Bridgwater
 PROSSER, ROBERT SIMON MAX, Cardiff, Clerk Sept 8 at 11 Off Rec, 29, Queen st, Cardiff
 RAPE, EMMA, Judd st, Tobacconist Sept 9 at 11 33, Carey st, Lincoln's inn
 RHODES, WILLIAM HENRY, Huddersfield, Bank Clerk Sept 9 at 3 Haigh & Son, Solicitors, 55, New st, Huddersfield
 ROBINSON, JAMES, Lymn, Cheshire, Hay Dealer Sept 4 at 11 30 Court house, Upper Bank st, Warrington
 STAPLEY, HENRY, Botoolphs, Sussex, Farmer Sept 7 at 12 Off Rec, 4, Pavilion bldgs, Brighton
 THOMAS, DAVID, Swansea, Draper Sept 7 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 TIDSWELL, JOHN, Bradford, Hosiery Manufacturer Sept 8 at 11 Off Rec, 31, Manor row, Bradford
 WHEELER, LUTHER, Breamore, Hants, Innkeeper Sept 4 at 12 45 Off Rec, Salisbury
 WHITCOMB, EDWARD THOMAS, Walsall, Timekeeper Sept 29 at 11 30 Off Rec, Walsall
 WILLIAMS, EPHRAIM, Portofaw, Glam, Carpenter Sept 8 at 2 30 Off Rec, 29, Queen st, Cardiff
 YARDLEY, JOHN, Buxton, Derbyshire, Joiner Sept 4 at 11 30 Off Rec, County chbrs, Market place, Stockport

The following amended notice is substituted for that published in the London Gazette, Aug. 21.

EDWARDS, ALFRED, and BRIGHT PICKSTONE, Gloucester Sept 7 at 2 30 Off Rec, Ogden's chbrs, Bridge st, Manchester

ADJUDICATIONS.

ALLCOCK, JOHN, Hucknall Torkard, Notts, Furniture Dealer Nottingham Pet Aug 24 Ord Aug 24
 BALDWIN, MATTHEW, Burnley, Rope Maker Burnley Pet July 4 Ord Aug 22
 BRADLEY, SAMUEL, Birmingham, Wholesale Jeweller Birmingham Pet Aug 20 Ord Aug 26
 BROWSE, GEORGE HENRY, Paignton, Devon, Farmer East Stonehouse Pet Aug 24 Ord Aug 21
 CALVERT, JOHN, Burnley, late Cotton Manufacturer Burnley Pet Aug 25 Ord Aug 26
 DICKINSON, ALBERT, Bradford, Carter Bradford Pet Aug 24 Ord Aug 26
 EMBLETON, JOHN, Newcastle upon Tyne, Innkeeper Newcastle upon Tyne Pet Aug 24 Ord Aug 24
 EVANS, ELIZABETH, Manchester, Milk Dealer Manchester Pet Aug 25 Ord Aug 25
 HARGREAVES, JOHN, Keighley, Yorks, Brick Manufacturer Bradford Pet Aug 25 Ord Aug 25
 HOWELL, JAMES, Penryn, Glam, Grocer Pontypridd Pet Aug 24 Ord Aug 24
 HUGGILL, WILLIAM, Bilsdale, Ingleby, Greenhow, Yorks, Farmer Northallerton Pet Aug 25 Ord Aug 25
 JACKSON, JOHN, Burnley, Auctioneer Burnley Pet Aug 23 Ord Aug 26
 JONES, BENJAMIN, Hulme, Manchester, Baker Manchester Pet Aug 25 Ord Aug 25
 JONES, JOHN PARRY, Swansea, late Innkeeper Swansea Pet Aug 24 Ord Aug 24
 LAUGHER, JOHN ALFRED, Cockerton, nr Darlington, late Grocer Stockton on Tees and Middlesbrough Pet Aug 24 Ord Aug 25
 LEWIN, WILLIAM, Palmerston rd, Walthamstow, Soot Dealer High Court Pet Aug 26 Ord Aug 26
 RAPE, EMMA, Judd st, Tobacconist High Court Pet July 30 Ord Aug 25
 SMITH, JOSEPH, Bradford Bradford Pet Aug 15 Ord Aug 25
 STANBROOK, THOMAS, New Fishbourne, nr Chichester, Dealer Brighton Pet Aug 24 Ord Aug 25
 THORNTON, JOHN, Bradford, Hosiery Manufacturer Bradford Pet Aug 25 Ord Aug 25
 WATKINS, EDWARD, Sheepwash, Devon, Farmer Barnstaple Pet Aug 26 Ord Aug 26
 WERDON, EDWARD, Leicester, Confectioner Leicester Pet Aug 26 Ord Aug 26
 WHITE, ELIZA, Aberystwith, Cardiganshire, Lapidary Aberystwith Pet Aug 24 Ord Aug 25
 WOODBRIDGE, WILLIAM GEORGE, Highworth, Wilts, Saddler Swindon Pet Aug 25 Ord Aug 25

London Gazette.—TUESDAY, Sept. 1.

RECEIVING ORDERS.

ACOMB, GEORGE ROBERT, Wolviston, Durham, Agricultural Engineer Stockton on Tees and Middlesbrough Pet Aug 25 Ord Aug 25
 BEER, WILLIAM HENRY, and FREDERICK FINLAY, Silver st, Wood st, Boot Manufacturers High Court Pet Aug 27 Ord Aug 27
 BROWLEY, GEORGE MORRISON, Dudley, Beerhouse Keeper Dudley Pet Aug 18 Ord Aug 18
 BUCKETT, GEORGE, Redhill, Surrey, Builder Croydon Pet Aug 27 Ord Aug 27
 DAWE, ELLIS, Ashwell, Dorset, Farmer Dorchester Pet Aug 25 Ord Aug 25
 DYER, WILLIAM, Newport, I W, Builder Newport Pet Aug 25 Ord Aug 25
 EYTON, THOMAS WYNTER, Rue Vignon, Paris, Printer High Court Pet July 23 Ord Aug 28
 FINDON, BENJAMIN WILLIAM, Tadema rd, Chelsea, Journalist High Court Pet Aug 27 Ord Aug 27
 GIBNEY, BERNARD JAMES, Nottingham, Mantle Maker Nottingham Pet Aug 25 Ord Aug 29
 GRANGER, GEORGE, Sheffield, Currier Sheffield Pet Aug 12 Ord Aug 27
 HUGHES, ABEL, Colwyn Bay, Denbighshire, Carter Bangor Pet Aug 10 Ord Aug 25
 INWOOD, ALEXANDER M., London rd, Southwark, Cheese-monger High Court Pet Aug 15 Ord Aug 28
 JENKINS, WILLIAM, Charles st, Hutton grdn, Porkbutcher High Court Pet Aug 28 Ord Aug 28
 KING, JOHN WILLIAM, Great Grimsby, Journeyman Baker Gt Grimsby Pet Aug 27 Ord Aug 27
 KNOTT, WILLIAM GEORGE, Ilkeston, formerly Auctioneer Derby Pet Aug 27 Ord Aug 27
 KNOWLES, JAMES, Formby, nr Liverpool, Coal Agent Liverpool Pet Aug 23 Ord Aug 23
 LEVIN, JULIUS, Hanley, Sponge Merchant Hanley Pet Aug 14 Ord Aug 25
 MAUNDER, ELLEN HARRIETT, Tiverton, Devon, Furniture Dealer Exeter Pet Aug 27 Ord Aug 27
 NICHOLAS, JAMES HAWKEN, Penzance, Decorative Painter Truro Pet Aug 29 Ord Aug 29
 PARKES, FRANK, West Bromwich, Glass Merchant West Bromwich Pet Aug 27 Ord Aug 27
 PATTENDES, THOMAS, Oke, Sussex, Builder Hastings Pet Aug 14 Ord Aug 27
 PAVION, LOUIS, and HARRIS PAVION, Manchester, Waterproof Garment Manufacturers Manchester Pet Aug 15 Ord Aug 29
 PUGH, FRANK JOHN, Luton, Beds, Publican Luton Pet Aug 27 Ord Aug 27
 REES, JOHN, and THOMAS REES, Nisant, Llanllwai, Carmarthenshire, Egg Merchants Carmarthen Pet Aug 26 Ord Aug 26
 SCOTT, ROBERT DICKINSON, North Shields, Boat Builder Newcastle upon Tyne Pet Aug 27 Ord Aug 27
 SMITH, JOHN HENRY, Plymouth, Licensed Victualler East Stonehouse Pet Aug 23 Ord Aug 23
 STAPLEY, JAMES E. L., Princes st, Hanover sq High Court Pet Dec 5 Ord Aug 29

STEPHENS, JOHN ALFRED, Banbury, Oxon, Wine Merchant Banbury Pet Aug 27 Ord Aug 28
 TASSIE, W. H., Piccadilly, Financial Agent High Court Pet July 17 Ord Aug 27
 TUCKER, CHARLES EDWIN, Exeter, Baker Exeter Pet Aug 28 Ord Aug 28
 WILSON, EDWARD, Victoria st, Westminster High Court Pet July 13 Ord Aug 27
 WOOD, THOMAS, Jarrow on Tyne, late Eating house Keeper Newcastle upon Tyne Pet Aug 28 Ord Aug 29
 YOUNG, EDWARD FREDERICK, Petersfield, Hants, Brewer Portsmouth Pet Aug 25 Ord Aug 25

FIRST MEETINGS.

ARCHER, GEORGE ARTHUR, Stafford, Licensed Victualler Sept 8 at 11 30 Off Rec, St Martin's pl, Stafford
 BACON, JOSEPH WALKER, and LILLY GERTRUDE BACON, Skipton, Lancs, Refreshment house Keepers Sept 10 at 12 30 Off Rec, 48, High st, Boston
 CALVERT, JOHN, Burnley, late Cotton Manufacturer Sept 11 at 1 Exchange Hotel, Nicholas st, Burnley
 DABBS, JOSEPH, Cleveland rd, Downham rd, Islington, Licensed Victualler Sept 11 at 12 33, Carey st, Lincoln's inn
 DAVIES, DANIEL, Maesteg, Glam, Collier Oct 2 at 10 O.F. Rec, 29, Queen st, Cardiff
 DIAMONDSTEIN, MAIR, Bedford sq, Commercial rd, Manufacturing Furrier Sept 10 at 12 33, Carey st, Lincoln's inn
 DICKINSON, ALBERT, Bradford, Carter Sept 9 at 11 Off Rec, 31, Manor row, Bradford
 DYER, WILLIAM, Newport, I of W, Builder Sept 16 at 12 Holyrood chbrs, Newport, I W
 EMBLETON, JOHN, Newcastle upon Tyne, Innkeeper Sept 14 at 11 30 Off Rec, Pink lane, Newcastle upon Tyne
 EVANS, ELIZABETH, Manchester, Milk Dealer Sept 11 at 2 30 Ogden's chbrs, Bridge st, Manchester
 GLYKA, ANTHONY ISIDOR, Chatham, Convict Sept 16 at 11 30 61, Chancery lane
 GREEN, JOHN, Wolverhampton, Lock Manufacturer Sept 28 at 12 Off Rec's Office, Wolverhampton
 GREENING, JOSEPH, Llangrove, Staffs, Jeweller Sept 11 at 2 Off Rec, King st, Newcastle under Lyme
 HARGREAVES, JOHN, Keighley, Yorks, Brick Manufacturer Sept 11 at 11 Off Rec, 31, Manor rd, Bradford
 HENDERSON, ANDREW, Stokesley, Yorks, Entire Horse Dealer Sept 16 at 3 Off Rec, 8, Albert rd, Middlesbrough
 HIRST, THOMAS THOMPSON, late Queen Victoria st, Parton Water Factor Sept 10 at 1 33, Carey st, Lincoln's inn
 HORSLEY, CHARLES CORNELIUS (deceased), Exeter, Belt Maker Sept 12 at 11 Castle of Exeter
 JACKSON, JOHN, Burnley, Auctioneer Sept 11 at 1 30 Exchange Hotel, Nicholas st, Burnley
 JOHN, THOMAS, ISAAC JOHN, and JOSEPH JOHN, Pantilly-drew, nr Cefn, Cribbwr, Glam, Farmers Oct 2 at 11 Off Rec, 29, Queen st, Cardiff
 JONES, BENJAMIN, Hulme, Manchester, Baker Sept 11 at 3 Ogden's chbrs, Bridge st, Manchester
 KINGSDORTH, ALBERT EDWARD, Groombridge, Sussex, Brewer's Traveller Sept 8 at 11 30 24, Railway approach, London Bridge
 KNOTT, WILLIAM GEORGE, Ilkeston, formerly Auctioneer Sept 10 at 2 30 Off Rec, St James's chbrs, Derby
 LAUGHER, JOHN ALFRED, Cockerton, nr Darlington, late Grocer Sept 16 at 5 Off Rec, 8, Albert rd, Middlesbrough
 LEFFEVRE, FREDERICK, Aldersgate st, Feather Maker Sept 11 at 1 33, Carey st, Lincoln's inn
 LYSLEY, WERNIE B. M., Tunbridge Wells Sept 9 at 11 30 24, Railway approach, London Bridge
 MATTHEWS, FRANK, Upper Thames st, Boot Dealer Sept 11 at 12 33, Carey st, Lincoln's inn
 MAUNDER, ELLEN HARRIETT, Tiverton, Devon, Furniture Dealer Sept 10 at 3 Off Rec, 13, Bedford circus, Exeter
 MORRIS, SAMUEL, Lonsdale sq, Islington, Dealer in Land Sept 11 at 11 33, Carey st, Lincoln's inn
 PERKINS, JOHN ALISTER, Waunfran, Llandobie, Carmarthenshire, Builder Sept 8 at 2 30 Off Rec, 11, Quay st, Carmarthen
 PROCTOR, JOSEPH, Birmingham, Butcher Sept 9 at 3 Whitehall chbrs, 25, Colmore row, Birmingham
 REES, JOHN, and THOMAS REES, Nisant, Llanllwai, Carmarthenshire, Egg Merchants Sept 8 at 12 30 Off Rec, 11, Quay st, Carmarthen
 SMITH, JOSEPH, Bradford Sept 10 at 11 Off Rec, 31, Manor row, Bradford
 STANBROOK, THOMAS, New Fishbourne, nr Chichester, Dealer Sept 10 at 12 Off Rec, Pavilion bldgs, Brighton
 STEELE, ALFRED WRIGHT, Tunstall, Staffs, Copper Plate Engraver Sept 15 at 10 Off Rec, King st, Newcastle under Lyme
 STOTHARD, WILLIAM, Billingham, Lincs, Wheelwright Sept 10 at 12 15 Off Rec, 48, High st, Boston
 TUCKER, CHARLES EDWIN, Exeter, Baker Sept 11 at 10 Off Rec, 13, Bedford circus, Exeter
 WARD, JAMES, Stockton on Tees, Fish Dealer Sept 9 at 3 Off Rec, 8, Albert rd, Middlesbrough
 WERDON, EDWARD, Leicester, Confectioner Sept 9 at 12 Off Rec, 54, Friar lane, Leicester
 WHITE, ELIZA, Aberystwith, Cardiganshire, Lapidary Sept 11 at 2 30 Townhall, Aberystwith

ADJUDICATIONS.

ACOMB, GEORGE ROBERT, Wolviston, Durham, Agricultural Engineer Stockton on Tees and Middlesbrough Pet Aug 25 Ord Aug 25
 ADAMS, ROBERT, Weedon, Northamptonshire, Grocer Northampton Pet July 4 Ord Aug 10
 BROKENSHIRE, JAMES, East Stonehouse, Devon, Beer-house Keeper East Stonehouse Pet Aug 8 Ord Aug 27
 BROWLEY, GEORGE MORRISON, Dudley, Beerhouse Keeper Dudley Pet Aug 18 Ord Aug 18
 BROOKS, WILLIAM ISAAC, Oxford, Painter Oxford Pet July 21 Ord Aug 25

BUCKETT, GEORGE, Redhill, Surrey, Builder Croydon Pet Aug 24 Ord Aug 27
 DYER, WILLIAM, Newport, I W, Builder Newport Pet Aug 25 Ord Aug 25
 DYKE, HENRY, Kingswood, nr Bristol, Printer Bristol Pet Aug 24 Ord Aug 28
 FELL, FREDERICK OFFOR, Ainsdale, nr Southport, Mechanical Engineer Ulverston and Bartow in Furness Pet Aug 4 Ord Aug 29
 FINDON, BENJAMIN WILLIAM, Tadema rd, Chelsea, Journalist High Court Pet Aug 27 Ord Aug 27
 GIBNEY, BERNARD JAMES, Nottingham, Mantle Manufacturer Nottingham Pet Aug 29 Ord Aug 29
 HARRIES, JOHN, Ystrad, Rhondda, Glam, Ironmonger Pontypridd Pet Aug 25 Ord Aug 27
 KILLEY, RICHARD GEORGE HENRY, Stibbington st, Somers Town, Licensed Victualler High Court Pet June 3 Ord Aug 26
 KING, JOHN WILLIAM, Gt Grimsby, Journeyman Baker Gt Grimsby Pet Aug 27 Ord Aug 27
 KNOTT, WILLIAM GEORGE, Ikeston, formerly Auctioneer Derby Pet Aug 27 Ord Aug 27
 LEES, EDWARD, Golcar, nr Huddersfield, Woollen Cloth Manufacturer Huddersfield Pet Aug 12 Ord Aug 27
 MAUNDER, ELLEN HARRIETT, Tiverton, Devon, Furniture Dealer Exeter Pet Aug 27 Ord Aug 27
 MCKINLAY, PETER, Upper Thames st, Iron Merchant High Court Pet Aug 20 Ord Aug 28
 MILLS, WILLIAM JAMES, Russell st, Covent Garden, Butcher High Court Pet Aug 7 Ord Aug 28
 NICHOLAS, JAMES HAWKEN, Penzance, Decorative Painter Truro Pet Aug 29 Ord Aug 29
 PARKES, FRANK, West Bromwich, Glass Merchant West Bromwich Pet Aug 27 Ord Aug 27
 PARSONS, F, Lavender rd, Clapham Junction, Builder Wandsworth Pet May 13 Ord Aug 27
 PATTISON, JAMES MICHAEL, Leyburn, Yorks, Draper Northallerton Pet Aug 24 Ord Aug 27
 REES, JOHN AND THOMAS REES, Ninant, Llanllwini, Carmarthenshire, Egg Merchants Carmarthen Pet Aug 28 Ord Aug 28
 RHODES, WILLIAM HENRY, Huddersfield, Bank Clerk Huddersfield Pet Aug 26 Ord Aug 27
 SCOTT, ROBERT DICKINSON, North Shields, Boat Builder Newcastle on Tyne Pet Aug 27 Ord Aug 27
 SMITH, JOHN HENRY, Plymouth, Licensed Victualler East Stonehouse Pet Aug 29 Ord Aug 29
 SWABY, LOUIS, Argyll rd, Ealing, of no occupation Brentford Pet July 2 Ord July 2
 TUCKER, CHARLES EDWIN, Exeter, Baker Exeter Pet Aug 28 Ord Aug 28
 WARREN, WILLIAM EDWARD, Iping, Sussex, Paper Manufacturer Brighton Pet July 7 Ord Aug 27
 WILLIAMS, DAVID FREDERICK, Manchester, Boot Dealer Manchester Pet Aug 4 Ord Aug 29
 WOOD, THOMAS, Jarrow on Tyne, late Eating house Keeper Newcastle on Tyne Pet Aug 28 Ord Aug 28
 YOUNG, EDWARD FREDERICK, Petersfield, Hants, Brewer Portsmouth Pet Aug 28 Ord Aug 28

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